

1



CITY OF SACRAMENTO

DEPARTMENT OF PARKS AND COMMUNITY SERVICES

ROBERT P. THOMAS
Director

G. ERLING LINGGI
Assistant Director

CROCKER ART MUSEUM DIVISION
GOLF DIVISION
METROPOLITAN ARTS DIVISION
MUSEUM AND HISTORY DIVISION
RECREATION DIVISION
PARKS DIVISION
ZOO DIVISION

August 1, 1986

Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: Acceptance of 1984 Park and Recreational Facilities Act Grants

SUMMARY

This report requests acceptance of two grants from the 1984 Park and Recreational Facilities Act, Regional Competitive Program, and authorization to execute agreements related to the grant project.

BACKGROUND INFORMATION

On September 17, 1985, City Council approved submittal of three grant applications under the 1984 Park and Recreational Facilities Act, Regional Competitive Program. These applications were submitted for the William Land Park, Neighborhood Portion, Clunie Clubhouse Renovation, and Del Paso Sports Complex, Phase III under the Neighborhood, Community, and Regional categories, respectively. The William Land Park, Neighborhood Portion was funded in the amount of \$71,000 and Del Paso Sports Complex, Phase III was funded for \$207,000. This total of \$278,000 in funds awarded to the City of Sacramento represents 21.6% of the total funds awarded on a competitive basis to all counties, cities, and special districts in the seven county area comprising State Planning Area III.

A project agreement for each of these projects is necessary (see attached).

FINANCIAL DATA

In anticipation of the grants, funds have been appropriated in the FY 1986-87 city Capital Improvement Program for the Department of Parks and Community Services.

RECOMMENDATION

It is recommended that the Budget and Finance Committee approve this report and refer it to the full City Council for action. Further, it is recommended that the City Council authorize, by resolution:

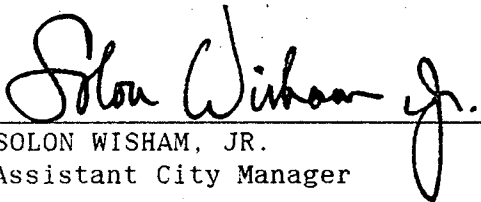
1. Accept 1984 Bond Act grants in the amount of \$71,000 for the William Land Park, Neighborhood Portion and \$207,000 for the Del Paso Sports Complex, Phase III; and
2. Authorize the City Manager to execute project agreements for each of these projects.

Respectfully submitted,



ROBERT P. THOMAS, Director
Parks and Community Services

Recommendation Approved:



SOLON WISHAM, JR.
Assistant City Manager

RPT:MJ:lr

August 14, 1986
All Districts

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION ACCEPTING TWO 1984
PARK AND RECREATIONAL FACILITIES ACT GRANTS FOR
WILLIAM LAND PARK, NEIGHBORHOOD PORTION AND
DEL PASO SPORTS COMPLEX, PHASE III AND
AUTHORIZING PROJECT AGREEMENTS FOR EACH OF THESE PROJECTS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. That the 1984 Park and Recreational Facilities Act grants in the amount of \$71,000 for the William Land Park, Neighborhood Portion and \$207,000 for Del Paso Sports Complex, Phase III are hereby accepted.
2. That the City Manager is hereby authorized to execute project agreements for these projects for the purpose stated in paragraph 1.

MAYOR

Attest:

CITY CLERK

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PROJECT AGREEMENT

CALIFORNIA PARK AND RECREATIONAL FACILITIES ACT OF 1984

APPLICANT City of Sacramento

PROJECT TITLE Land Park PROJECT NUMBER 84-R-34011

PROJECT PERFORMANCE PERIOD Date of Appropriation to June 30, 19 91

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the California Park and Recreational Facilities Act of 1984, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

Replacement of playground equipment and improvements to the picnic area, wading pool, and games area, including related support facilities at Land Park.

Total State Grant not to exceed \$ 71,000

City of Sacramento
Applicant

By _____
Signature of Authorized Representative

Title City Manager

Date _____

By _____

Title _____

Date _____

The General Provisions attached are made a part of and are incorporated into the Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

CERTIFICATION OF FUNDING

CONTRACT NUMBER		FUND PARKLANDS FUND OF 1984			
PROJECT NO. 84-R-34011	AMOUNT OF THIS ESTIMATE \$ 71,000	APPROPRIATION			
UNENCUMBERED BALANCE \$	ITEM 3790-101-722(a)(38)	CHAPTER 186	STATUTES 1986	FISCAL YEAR 1986/87	
ADJ. INCREASING ENCUMBRANCE \$		FUNCTION			
ADJ. DECREASING ENCUMBRANCE \$		LINE ITEM ALLOTMENT			
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.			T.B.A. No.	B.R. No.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

CALIFORNIA PARK & RECREATIONAL FACILITIES ACT OF 1984

Project Agreement
Special Provisions

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the California Park & Recreational Facilities Act of 1984.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. The Applicant agrees to complete the Project in accordance with the time of project performance set forth on page 1, and under the terms and conditions of this agreement.
3. Development plans and specifications or Force Account Schedule shall be reviewed and approved by the State.
4. The Applicant shall secure completion of the development work in accordance with the approved development plans and specifications or Force Account Schedule.
5. The Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or Force Account Schedule, including a final inspection upon Project completion.
6. All significant deviations from the Project shall be submitted to the State for prior approval.

C. Project Costs

The Grant moneys to be provided Applicant under this agreement may be disbursed as follows:

1. State may disburse up to 10% of the State grant amount set forth on page 1 of this agreement upon full execution of the agreement.
2. State may disburse up to 100% of the State grant amount set forth on page 1 of this agreement upon receipt and approval by State of Applicant's plans and specifications or Force Account Schedule.
3. After approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State may disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement.

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

In any event Applicant shall provide State a report showing total final Project expenditures.

2. Property and facilities developed pursuant to this agreement shall be available for inspection by the State upon request.
3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. If grant moneys are advanced, the Applicant should place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.
5. Income earned by the Applicant from a State approved non-recreational use on a grant project shall be used for recreational purposes at the grant project, or, if approved by the State, for recreational purposes within the Applicant's jurisdiction.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

1. Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under State Law or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. In the event State is named as codefendant, the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against State and Applicant because of the concurrent negligence of State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.
2. The Applicant may use any generally accepted accounting system.

H. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Applicant agrees to maintain and operate the property acquired or developed for a period commensurate with the type of project and the proportion of State grant funds and local funds allocated to the capital costs of the project.

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PROJECT AGREEMENT

CALIFORNIA PARK AND RECREATIONAL FACILITIES ACT OF 1984

APPLICANT City of Sacramento

PROJECT TITLE Del Paso Park PROJECT NUMBER 84-R-34010

PROJECT PERFORMANCE PERIOD Date of Appropriation to June 30, 19 91

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the California Park and Recreational Facilities Act of 1984, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

Development of a facility operations' and umpires' headquarters, tot lot, adventure area and an interpretive trail, including related support facilities at Del Paso Park.

Total State Grant not to exceed \$ 207,000

City of Sacramento
Applicant

By _____
Signature of Authorized Representative

Title City Manager

Date _____

By _____

Title _____

Date _____

The General Provisions attached are made a part of and are incorporated into the Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

CERTIFICATION OF FUNDING

CONTRACT NUMBER		FUND PARKLANDS FUND OF 1984			
PROJECT NO. 84-R-34010	AMOUNT OF THIS ESTIMATE \$ 207,000	APPROPRIATION			
UNENCUMBERED BALANCE \$	ITEM 3790-101-722(a)(37)	CHAPTER 186	STATUTES 1986	FISCAL YEAR 1986/87	
ADJ. INCREASING ENCUMBRANCE \$		FUNCTION			
ADJ. DECREASING ENCUMBRANCE \$		LINE ITEM ALLOTMENT			
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.			T.B.A. No.	B.R. No.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

CALIFORNIA PARK & RECREATIONAL FACILITIES ACT OF 1984

Project Agreement
Special Provisions

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the California Park & Recreational Facilities Act of 1984.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. The Applicant agrees to complete the Project in accordance with the time of project performance set forth on page 1, and under the terms and conditions of this agreement.
3. Development plans and specifications or Force Account Schedule shall be reviewed and approved by the State.
4. The Applicant shall secure completion of the development work in accordance with the approved development plans and specifications or Force Account Schedule.
5. The Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or Force Account Schedule, including a final inspection upon Project completion.
6. All significant deviations from the Project shall be submitted to the State for prior approval.

C. Project Costs

The Grant moneys to be provided Applicant under this agreement may be disbursed as follows:

1. State may disburse up to 10% of the State grant amount set forth on page 1 of this agreement upon full execution of the agreement.
2. State may disburse up to 100% of the State grant amount set forth on page 1 of this agreement upon receipt and approval by State of Applicant's plans and specifications or Force Account Schedule.
3. After approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State may disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement.

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

In any event Applicant shall provide State a report showing total final Project expenditures.

2. Property and facilities developed pursuant to this agreement shall be available for inspection by the State upon request.
3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. If grant moneys are advanced, the Applicant should place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.
5. Income earned by the Applicant from a State approved non-recreational use on a grant project shall be used for recreational purposes at the grant project, or, if approved by the State, for recreational purposes within the Applicant's jurisdiction.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

1. Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under State Law or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. In the event State is named as codefendant, the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against State and Applicant because of the concurrent negligence of State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

H. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Applicant agrees to maintain and operate the property acquired or developed for a period commensurate with the type of project and the proportion of State grant funds and local funds allocated to the capital costs of the project.

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.